

AGREEMENT TO PARTICIPATE IN SHARED NEUTRALS PROGRAM (Part 1)

1. I understand that this is an agreement by the parties to submit to mediation in an attempt to resolve certain workplace issues.
2. I understand that mediation is a dispute resolution process that is non-adversarial in nature and seeks to find reconciliation between disputing parties. The mediation process does not declare winners or losers. The main focus is to seek a resolution that is informal, quick and minimizes the harm to either party.
3. I understand that the Mediator is not involved in the dispute and is committed to treating this matter in a fair and unbiased way. The Mediator's role is to facilitate and help the parties reach for themselves a mutually satisfactory resolution to the problem. However, the decision making power rests with the parties, not the Mediator. If the parties cannot agree on a resolution, the Mediator will NOT impose a resolution nor will they offer judgment as to which party, if any, is at fault. In certain circumstances, Co-Mediators will be assigned to the matter.
4. I understand that the Mediator has no authority to make decisions or act as a judge or arbitrator. The Mediator will not act as an advocate or attorney for any party. To the extent either party wishes to have a representative or legal counsel to consult with or assist them in the mediation, that party is responsible for taking steps to have such person present.
5. I understand that mediation is a confidential process. Any documents submitted to the Mediator and statements made during the mediation are for settlement purposes only. I agree not to subpoena or request the Mediator to serve as a witness, or request or use as evidence any materials prepared by the Mediator for the mediation. (With the exception of a settlement agreement signed by the parties). In no event will the Mediator testify on behalf of any party or submit any type of report in connection with this mediation other than to confirm that the mediation did or did not occur, the parties did or did not appear with the requisite authority and the dispute was or was not settled. However, I understand that matters that are admissible in a court of law or other administrative process continue to be admissible even though brought up in a mediation session.
6. I understand that no party shall be bound by anything said or done in the mediation unless a written settlement is reached and executed by all necessary parties. If a settlement is reached, the agreement shall be reduced to writing by the Mediator and, when executed by the parties with authority, the settlement document shall be legally binding.
7. In electing to use mediation, I understand that no statutory deadlines are waived, and that all statutory deadlines must be adhered to.
8. The aggrieved party's RIGHTS to pursue informal or formal processes are not waived and will be protected during the mediation process. At the same time, the aggrieved party's RESPONSIBILITIES to comply with all requirements of any administrative or court process, e.g., time limits, points of contact, ARE NOT WAIVED, and must be adhered to.



AGREEMENT TO PARTICIPATE IN SHARED NEUTRALS PROGRAM (Part 2)

9. I understand that in the event the mediation is terminated for any reason, the aggrieved party may continue to pursue an informal or formal resolution of the matter as they see fit.
10. No admission of guilt or wrongdoing by either party is implied, and none should be inferred, by participation in this process.
11. I will sincerely attempt to resolve this matter, agree to cooperate with the Mediator assigned to this matter, and give serious consideration to all suggestions made in regard to developing a realistic solution to the dispute. I will conduct myself in a courteous and non-hostile manner, use appropriate language, and allow the Mediator to interrupt the process if the Mediator feels a caucus or break is needed to facilitate the mediation process.
12. The Mediator agrees to notify the parties, their representatives and the appropriate management official of the status and results of the mediation process within one working day of termination of the process, including settlements, withdrawal from, or unsuccessful conclusion of the process.

By signature below, I acknowledge that I have read, understand and agree to the provisions of this agreement, and will participate in mediation:

Aggrieved Party's Signature Date

Union Official's Signature (if appropriate) Date

Management Official's Signature Date

Additional Signatures Date

Additional Signatures Date

Additional Signatures Date

Mediator's Signature Date

Mediator's Signature Date

